

**ATTACHMENT J-21
EMERGENT WORK REQUIREMENTS
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ATTACHMENT J-21 EMERGENT WORK REQUIREMENTS

1 SCOPE

In order to respond to situations not anticipated and specified by the Contractor's Implementation Plan and Statements of Work, this attachment provides for the accomplishment by the Contractor of emergent work identified by the Government. The Contractor shall provide engineering and industrial services, including necessary material, for special studies, design, analyses, reviews, unscheduled asset maintenance, alteration and recovery work by one Prime Contractor for IDS Assets worldwide.

This includes emergent type work and unscheduled repairs and alterations for air, surface, and C4ISR assets. Such work is expected to be performed during periods when assets are made available by the Government between deployments and other missions and exercises. However, based on the operational necessities of the Government, such work may be done worldwide at the discretion of the Contracting Officer.

The Contractor shall furnish such supplies or services related to emergent type work and emergency maintenance as may be ordered by the Government in accordance with the procedures specified herein. Notwithstanding any contrary provision in any document referred below, the Contractor shall not begin work on the provision of these supplies and /or services prior to the placement of orders by the Contracting Officer. The Government reserves the right to order these supplies and services elsewhere at its discretion.

2 GENERAL

When authorized in writing by the KO, the Contractor shall provide all services, labor, tools, tooling, materials when applicable, equipment, and parts except those listed as Government furnished, to support asset maintenance and repair which are over and above the requirements stipulated by this contract and not priced elsewhere. Procedures for submitting work requests for over and above contract requirements are set forth in the Section H CLAUSE entitled "EMERGENT WORK REQUESTS".

3 TYPICAL WORK TO BE ACCOMPLISHED

Over And Above Work - includes such items as (but is not limited to) the following when the labor is not included elsewhere in this contract as a Task Order:

- (a) Inspection and repair of damage to an asset, structure, installed equipment, components, support equipment, and tools when the labor is not included in the requirements of the other attachments of this contract.
- (b) Major rework or a complete rebuild of parts, assemblies, subassemblies, and end items, including, but not limited to; the manufacture, modification, testing, inspection and reclamation of parts as required to restore an asset to its original condition, excluding those items included in the requirements of other sections of this contract.

- (c) The services necessary to allow an asset to depart for a depot facility in a safe condition.
- (d) Providing assistance IAW appropriate Government instructions, for emergency reclamation and recovery of an asset as a result of accident damage and of incident and accident investigations when requested in writing by the KO. This may include engineering assistance in determining the disposition of an asset and the use of commercial facilities such as laboratories and engineering assistance. The Government has rights to all information resulting from such Contractor participation.
- (e) Asset painting and refurbishment not included in Logistics/Maintenance Support.
- (f) Repair of damage induced by accident, collision, grounding, wave damage, bird strikes, hail, fire, windstorm, hurricane, vandalism, or other acts of nature.
- (g) Interior refurbishment.
- (h) Removal, inspection, transportation, and storage of serviceable, reparable parts from retiring asset.
- (i) Modifications of/to assets or asset systems such as, but not limited to, electronics and system upgrades.
- (j) Storage of the asset and equipment in accordance with the applicable asset maintenance manual or other Instructions.
- (k) Emergent surface asset dockings performed in a certified drydock.
- (l) Accident Recovery Assistance - The Contractor shall provide technical and engineering assistance to support accident investigation requirements. For Air Assets, the Contractor may subcontract crash damage estimates to the nearest qualified FAA approved facility as a cost-effective measure in lieu of TDY, on a cost reimbursable basis. The Contractor must have available or be able to obtain from other than Government sources the OEM-or-DER approved technical data, special tools, jigs and fixtures needed to perform any structural repairs.

Engineering Services - The Contractor shall provide specified engineering services, data, tools, facilities, and indirect materials to accomplish the review and evaluation of engineering and/or technical problems pertaining to the design, operation, installation, design, maintenance, logistical support, and repair of assets and /or component (s) thereof, and shall provide recommendations for needed action or solution. This also includes engineering investigations and the use of Contractor facilities and laboratories when ordered by the Contracting Officer. The Contractor shall provide a report of the special study as required.

Engineering Investigations (EI) - Engineering Investigations are conducted to determine the cause of reported equipment failure or malfunction (possibly safety related), and as such shall receive priority over routine repair components. Upon verbal notification by the COTR or PM office of an impending EI action, the Contractor shall identify and retain the component(s) until written disposition instructions are received.

The PM will conduct a preliminary evaluation to determine if an EI is warranted, and will either accept the EI request for action, or reject it. The PM will provide written disposition instructions to the Contractor, and if an EI is to be conducted, a cost proposal will then be requested.

Engineering Change Proposals (ECP) – ECP will be processed in accordance with the Clause entitled “ENGINEERING CHANGE PROPOSALS”

4 PLANNING

As required the Contractor shall plan work identified by the Government by developing work specifications, schedules, and work packages, ordering long lead time material, and assemble, prepare, store and assemble kits of material as appropriate and approved for the work planned. The Government will advise the Contractor if the work to be planned will be accomplished by the Contractor or a third party. For legacy assets the Government will, unless otherwise specified, make available the standard work item specifications.

5 REPORTS

The Contractor shall provide reports as required in the specific order.

6 RESPONSIBILITY FOR DAMAGES

It is the Contractor’s responsibility to replace/repair any damages induced by Contractor personnel, in the performance of task orders issued under EMERGENT WORK REQUIREMENTS.

7 OEM SERVICES

Notwithstanding this section or any other provisions of this contract, the Government reserves the right to contract directly with the Original Equipment Manufacturer (OEM) for engineering services requiring the use of proprietary data.